

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1943

No. 17

JAMES LANIER BELL,

vs.

Petitioner,

**PREFERRED LIFE ASSURANCE SOCIETY OF
MONTGOMERY, ALABAMA, ET AL.,**

Respondents.

**ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT
OF APPEALS FOR THE FIFTH CIRCUIT.**

PETITIONER'S REPLY BRIEF.

✓
WARREN E. MILLER,
Washington, D. C.;

✓
R. K. WISE,
Columbia, S. Car.;

✓
R. T. MILNER,
Wetumpka, Ala.;

✓
FRED BALL, JR.,
Montgomery, Ala.;

✓
R. B. BARNES,
Birmingham, Ala.;

✓
W. H. BRANTLEY, JR.,
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INDEX.

Cases Cited:

	Page
<i>Andrews v. Equitable Life Assurance Society of the United States</i> , 124 F. (2d) 788	11
<i>Böesenberg v. Chicago Title & Trust Co.</i> , 128 F. (2d) 245	5

Rules of Civil Procedure:

Rule 9 (a)	3
Rule 10 (h ²)	3
Rule 56	2, 3

Appendix:

Excerpt from 1940 (33rd Annual) Report of the Insurance Department of South Carolina (p. 29)	13
Summary 1939 Business of Insurance Companies—Georgia (p. 10)	14
Preliminary Report of the Superintendent of Insurance Department of Commerce, State of Alabama, for the Year Ending December 31, 1939 "Table XII" (pp. 58-59)	15

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Petitioner, in his petition for a Writ of Certiorari, presented six questions with reasons relied upon for the allowance of the Writ, all of which were directed to the correctness of the action of the Circuit Court of Appeals in holding that the Court was without jurisdiction of this suit. These same questions were all covered in petitioner's original brief filed herein, and petitioner relies upon all of the grounds assigned in his petition for Certiorari and has not waived any of the assigned grounds, his brief covering all of the points relied upon.

The statement in petitioner's brief as to the question presented, it is respectfully submitted, covers the sole question presented here, to-wit:

"Whether the judgment of the Circuit Court of Appeals was correct in holding that the Court was without jurisdiction of the subject matter of this suit."

Respondents' argument that petitioner has made no specifications of Assigned Errors, and consequently should not be heard, is apparently based upon the fact that the error assigned appears in petitioner's brief under the heading "Question Presented". While this could have been captioned "Assignment of Error", nevertheless it is not believed the Court should refrain from hearing this case in which it has already granted a Writ of Certiorari merely because the error complained of appears under the heading "Question Presented" instead of "Assignment of Error". The statement appearing under the heading "Question Presented" is adequate to inform the Court of the error urged, and the argument in petitioner's brief is broken down into five general divisions under which argument is presented for all of the grounds assigned in the petition for Certiorari, none of which have been waived. However, in order that there may be no question as to error assigned, the following assignment of error is made:

Assignment of Error.

Whether the judgment of the Circuit Court of Appeals was correct in holding that the Court was without jurisdiction of the subject matter of this suit.

Respondents here state (Respondents' Brief, P. 3):

"In effect, then, we may say that 'during a hearing or trial,' and hence not in writing (Rule 7 (b), Rules of Civil Procedure), a motion was made for summary judgment under Rule 56, Rules of Civil Procedure."

The record in this case is completely devoid of any motion having been made for summary judgment under Rule 56, Rules of Civil Procedure. At a pre-trial hearing on the amended complaint and answer, the respondents having raised in their "Second Defense" the question that the Court was without jurisdiction, this question was then considered by the Court after the presentation of briefs upon this point. After consideration of the pleadings and answers to the interrogatories (although all of petitioner's evidence on the whole case had not been presented), the District Court dismissed the cause, acting undoubtedly, under authority conferred by Rule 10 (h²), Rules of Civil Procedure, which provides:

"* * * that, whenever it appears by suggestion of the parties or otherwise that the Court lacks jurisdiction of the subject matter, the Court shall dismiss the action."

It will thus appear that the cause was dismissed, not upon a motion for summary judgment, but by the Court in exercising its prerogative in determining its jurisdiction.

Although the respondents urge that this is not a class action, nevertheless respondents in their answer filed herein (R. 148-164 and 38-52) did not raise any issue as to the capacity of petitioner to sue in a representative capacity, or his authority to so sue as required by Rule 9 (a) of the Rules of Civil Procedure, which provide:

"* * * When a party desires to raise an issue as to the legal existence of any party or the capacity of any party to sue or be sued or the authority of a party to sue or be sued in a representative capacity, he shall do so by specific negative averment, which shall include such supporting particulars as are peculiarly within the pleader's knowledge."

The United States Circuit Court of Appeals for the Fifth Circuit, notwithstanding the absence of an issue being

raised by the pleadings as to the capacity of petitioner to sue as a representative of the class he represents or his authority to sue in a representative capacity, nevertheless held (R. 175):

"Appellant's other point, that the suit should be considered as a class suit with the amount in controversy the value of, and the injuries to, the properties owned by the class, is equally without merit."

This, petitioner respectfully urges, was in error, no issue having been raised in the pleadings on this point.

Respondents contend that the entire record should be considered. The District Court in its opinion stated (R. 168):

"* * * it is satisfied that the complaint fails to state a claim upon which relief, within the jurisdiction of the Court, can be granted."

The Court of Appeals held (R. 176):

"* * * that, as brought, as an individual suit by plaintiff on his own behalf, the amount in controversy was not within the jurisdiction of the court."

As all of petitioner's evidence on the whole case had not been presented, it would seem that the allegations in the complaint should be controlling in determining whether a cause of action was stated. However, if petitioner's position is strengthened, if the Court feels that the entire record should be considered, as the record corroborates petitioner's contention.

Notwithstanding respondents' assertion (Respondents' Brief, P. 5) that the judgment of the court below was not a final judgment, it is respectfully submitted that the record shows the contrary to be true. The judgment of the court

below (R. 176) affirmed the judgment of the District Court (R. 168) which judgment reads:

“It Is Therefore:

Ordered, adjudged and decreed by the Court that the plaintiff's complaint be dismissed without prejudice, and that the costs of this action be taxed against the plaintiff, for which execution may issue.”

The record, therefore, clearly shows that the appeal taken here was from a final judgment.

Respondents in their brief do not attempt to contradict the assertion made by petitioner on pages 13 and 25 of petitioner's brief that the action of the court below was contrary to the decision of the Seventh Circuit Court of Appeals in *Boesenberg v. Chicago Title & Trust Co.*, 128 F. (2d) 245 (also see petitioner's brief, pages 37-40), and we may fairly assume that they do not challenge this conflict of decisions.

Respondents in their brief at page 8 admit that the Insurance Commissioners filed a report which “indicated some doubt upon the validity of the election of the trustees,” and “in order to remedy that situation the Supreme Lodge of the Society was called into extraordinary session.” Then an election was held as required by the constitution and by-laws of the Society.

Although the Society was incorporated August 28, 1929 (R. 140), the same trustees about whose election the Commissioners were in doubt had been operating the company and paying exorbitant salaries and commissions for some nine years when the Insurance Commissioners investigated it. As a result of a preliminary report of the Insurance Commissioner who examined the company in 1939, some of these contracts of employment were materially changed in that the amounts paid to the officers were materially reduced. The salary of Mrs. M. M. Longshore, Secretary and

Treasurer, was terminated; the salary of Joseph E. Justice, as President, was reduced from \$15,000 per year to \$5,000 per year—all effective December 1, 1939; and the term of the contract of S. H. Longshore was reduced from 25 years to 15 years, and that provision of his contract under which commissions accrued after his death were payable to his estate was eliminated. Commissions on second and subsequent years dues was reduced from 7½% to 5%, and his commission for first-year dues was set at 20%, with 5% commission on subsequent-year dues, except from the State of Louisiana where the commissions on such dues were reduced to 2½%.

If these salaries and commissions were excessive in 1939 when the Insurance Commissioners examined the company and while the company was on a good financial basis, surely it cannot be said that the salary and commissions received by these officials were not exorbitant and excessive during previous years when the company's financial condition was not so substantial.

That part of this suit which is directed against these officials of the Society seeks to recover on behalf of the Society and its members such excessive sums paid them. The action taken by the Society after the preliminary report of the Insurance Commissioners stresses and emphasizes the petitioner's right of action; and the fact that petitioner does have a right of action is accentuated by the fact that these contracts of employment were made with these same trustees, the election of whom was deemed doubtful by the Insurance Commissions, and the money was paid by their authorization. The reduction in salary of Joseph E. Justice, President, from \$15,000 to \$5,000 per year for any one year was more than three times the \$3,000 jurisdictional amount prescribed by statute to give the Court jurisdiction. Under the amended complaint, recovery is sought for excessive salaries paid over a number of years.

The action of the Society in making these changes for the benefit of its membership is in effect an admission that the previously existing contracts and salaries were not proper. Notwithstanding this, the same officers are now in control of the Society (R. 102) and there is nothing to prevent them from continuing the bad faith heretofore exhibited. Examinations by State Insurance Commissioners are only made periodically and at long intervals (apparently every three years) (R. 122), during which time ample opportunity is afforded these same officers to continue their illegal practice. This action seeks to replace these officers by others who are fit and suitable persons (R. 146). The relief prayed for in this suit is the only permanent remedy existing to divest these officers of their control of the company, so that they cannot continue their previous irregular practices.

Respondents argue that this matter should be left entirely to the Superintendent of Insurance of the State of Alabama, and urge that he has the administrative power and authority to see that the members are adequately represented in the election of officers, and to require the officers to perform their duties. These same officers who are now acting, however, were under the administrative supervision of the Superintendent of Insurance of Alabama for eleven years before that official caused certain changes to be made in the organization of the Society. He has no judicial function and cannot determine whether for the years prior to 1939 these officials are legally liable to the members of the Society for the money they withdrew from the Society under contracts made with the trustees, the validity of whose election prior to 1939 seemed doubtful even to the Insurance Commissioner. Only a court can determine that, which was just what the District Court was asked to do here.

Respondents take the position in their brief that the contracts written here, including petitioner's, are not contrary to the public policy of the State of Alabama. Petitioner maintains that these contracts are nevertheless contrary to public policy, both from a moral standpoint and their effect upon society. If the Legislature of the State of Alabama passed a law making it permissible to commit murder, under respondents' argument murder in that State would not be contrary to public policy, although admittedly it is fundamentally injurious to society as a whole. The mere fact that the legislature of a State passes a law, does not preclude this Court from determining whether such is contrary to established public policy.

This contract gives to another person in the insured's class an interest in the insured's life and makes it possible for such other person to collect when he dies. Also, it gives the insured such interest in still a third person's life. A "beneficiary by chance" might be tempted to murder the insured for the \$1,000 which he would receive upon the insured's death. This offers an incentive to do violence to another and if one without an insurable interest could collect upon the insured's death when only \$1,000 is involved, if that principle is upheld it would apply to a contract where any amount, \$500,000 or more, is involved. This clearly would tend to invite violence. It can be readily seen, therefore, that this principle is contrary to public policy, and it is respectfully submitted that this Court should not sanction, permit, or license this practice.

The respondents cite cases (Respondents' Brief, p. 60) holding that a person may take out a policy of insurance on his own life, payable to whom he desires.

In these cases, however, the insured himself designated the beneficiary, while in the instant case he does not do that. At the time he takes out the insurance no one can be sure who will be in the proper position in his class to benefit by

reason of his death when it occurs. He has no control whatsoever over designating the person who will benefit by his own death, this being left to chance. Further, the double premium which he pays is a premium on his contract and a premium on the life of another person. The original policy holder is in effect taking out insurance on the life of another in whom he has no insurable interest whatsoever and paying the premium on such policy for his own ultimate benefit. This scheme of double insurance promoted by the founders and present trustees and officers of this Society for their own benefit is entirely different from the cases cited by respondents (Respondents' Brief, pp. 60-61) because in those cases the insured was insuring his own life for a beneficiary designated by himself while here, in insuring his own life, he not only has no choice of beneficiary, but he is also paying premiums on the life of a person in whom he, *himself*, has no insurable interest whatsoever.

It is significant that respondents in their brief do not attempt to refute the assertion of petitioner that the contracts upon which premiums have been paid were wagering contracts, as no insurable interest exists between the policyholders, and therefore are contrary to public policy, and void. Respondents attempt to brush aside this question with the assertion that the question of a wagering contract is not here presented. However, it is respectfully submitted that this question is presented here because the court below held (R. 176) that the complaint did not spell out a cause of action within the jurisdiction of the court. In this connection, attention is invited to paragraph 24 (b) of the complaint (R. 144) which reads as follows:

"Plaintiff is now informed that this entire scheme of insurance is an illegal lottery and constitutes an illegal and unlawful scheme to defraud, and that is also a wagering contract in that it attempts to give to plaintiff

a beneficial interest in the lives of the other members of his division, in whom he has no insurable interest, and as to whom he does not belong to the class of beneficiaries of fraternal benefit insurance policies recognized and permitted by the Statute Law of the States of Alabama and South Carolina, and this is true for each and every member who participates in the scheme of insurance hereinabove mentioned and described."

Further, as admitted by respondents, the petition for certiorari asserted that the insurance practice being followed here amounted to an illegal lottery, and was a wagering contract in that it attempted to give a beneficial interest in the lives of members in whom no insurable interest existed. Therefore, it is respectfully submitted that this question is properly before the Court.

Furthermore, the Court should not close its eyes to the fact that this is a wagering contract and should notice this plain error of the court below.

Respondents end their brief with the statement that even if the contracts did amount to wagering contracts, this fact would not sustain any claim of class action in the present case. However, if this trust fund was created by a scheme contrary to public policy, and for the benefit of the respondents—and not the members who contributed towards it—certainly equity will intervene to insure its preservation, and even if the Court should hold, which petitioner does not contemplate, that this is not a class action, the court below had jurisdiction for the purpose of preserving the fund so created, which was one of the objects of this suit, in order to keep such fund from being further depleted and dissipated fraudulently to the irreparable injury of petitioner and the policyholders, all of whom have a property right and interest in such fund.

Respondents' Brief (p. 27) states " * * * apparently the petitioner himself was one of the litigants" in a South Carolina case cited, as "a policyholder by the name of Bell brought suit * * *". In order that the record may be straight in this respect, the Court is advised that this petitioner was not a party to such action, notwithstanding the similarity of names.

Respondents cite and quote at length from the case of *Andrews v. Equitable Life Assurance Society of the United States*, 124 F. (2d) 788, in support of its contention that the court below did not have jurisdiction of this suit. That was a suit for the distribution of surplus assets, determination of which was governed by the terms of the insurance contract. There, no element of fraud and deceit, unlawful use of funds by officers and trustees was charged, as here, where officers and trustees made contracts with themselves under which exorbitant sums of money had been paid them, although such trustees were not properly elected; no wagering contract was involved there, as here, and the facts were otherwise distinguishable from those in the instant case. Likewise, the other cases cited by Respondents are distinguishable from a factual basis.

The reports of the Insurance Commissioners of Alabama, South Carolina, and Georgia covering business written by Preferred Life Assurance Society for the year ending December 31, 1939 show premiums received by Society and claims paid as follows:

States in which business transacted	Premiums Received	Claims Paid
Alabama	\$198,467.80	\$24,400.00 (*)
South Carolina	66,488.80	5,000.00
Georgia	63,588.00	6,000.00

(*) Losses and Claims Incurred.

Thus it will be seen that the percentage of premiums used in the settlement of claims in the following States during year 1939 was:

Alabama	12.28 +%
South Carolina	7.52 —%
Georgia	9.43 +%

This low ratio of claims paid to premiums collected is remarkable when compared with other fraternal companies, as disclosed in the reports of the Commissioners of Insurance for the States of Alabama, Georgia, and South Carolina appearing in the Appendix, pages 12-15.

When the amount of claims paid and premiums received by Preferred Life Assurance Society of Montgomery, Alabama, as indicated on the tables appearing in the Appendix are compared with claims paid and premiums received by other fraternal insurance organizations, the disparity is marked. This, it is submitted, bears out the facts that this Society is really in business for its promoters and organizers who are the present trustees, instead of for the policyholders.

Respectfully submitted,

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FRATERNAL ORDERS TRANSACTING BUSINESS IN SOUTH CAROLINA IN 1939
(Cents Omitted)

NAME OF SOCIETY	BUSINESS IN SOUTH CAROLINA					BUSINESS EVERYWHERE		
	Business Written Revived, etc.	Business Terminated	Premiums Received	Claims Paid	Insurance in Force Dec. 31, 1939	Admitted Assets	Unpaid Claims and Current Liabilities (Except Reserve)	Total Insur- ance in Force Dec. 31, 1939
American Woodmen	\$2,600	\$29,250	\$3,358	\$2,250	\$108,950	\$3,139,864	\$63,706	\$16,301,983
American Workmen	83,615	95,977	23,612	18,078	395,293	609,105	13,150	2,883,180
Junior Order United American Mechanics	20,519	92,136	19,886	13,642	556,071	6,237,686	149,779	25,464,113
Knights of Columbus	27,150	13,300	4,650	4,000	329,600	49,210,837	730,049	256,586,813
Modern Woodmen of America	128,312	87,517	4,609	1,000	190,231	85,640,601	1,770,621	578,541,864
National Fraternal Society of the Deaf		3,563	882	180	34,864	2,121,344	8,174	5,058,583
Preferred Life Assurance Society	695,500	693,000	66,439	5,000	1,459,000	1,062,503	14,842	12,143,100
Royal Arcanum	49,000	7,000	2,179		105,500	29,823,028	651,342	81,930,569
Security Benefit Association	540		270		11,030	13,004,213	305,627	83,386,186
Travelers Protective Association			18,893	8,608		1,102,234	467,391	
United Commercial Travelers of America	335,000	205,000	5,838	2,484	1,980,000	1,751,568	550,542	366,195,000
Unity Life Insurance Company	1,545,978	954,712	167,943	25,670	5,143,566	168,026	3,000	7,265,645
Widows Fund of Oasis and Omar Temples	2,000	21,250	18,816	12,250	401,224	220,411	1,092	1,160,958
Woodmen Circle	306,543	231,620	54,129	41,225	2,430,006	80,478,563	374,002	106,831,483
Woodmen of the World	1,891,239	2,291,483	433,981	387,787	18,980,501	125,549,683	3,010,017	382,888,800
Working Benevolent State Grand Lodge	7,860	7,625	10,183	9,125	401,325	69,045	575	401,325
TOTALS	\$5,095,856	\$4,733,433	\$835,717	\$530,699	\$32,327,161	\$350,188,714	\$8,113,879	\$1,927,039,602

* Writes Accident Insurance Only.

BUSINESS OF FRATERNAL INSURANCE SOCIETIES FOR YEAR ENDING DECEMBER 31, 1939 IN GEORGIA

NAME OF COMPANY	Location	Total Ins. In Force End of Year	Risks Written During 1939	Premiums Received	Losses Paid	Losses Incurred
Acme Life Assur. Society	Atlanta	\$1,010,500	\$155,000	\$44,900	\$7,625	\$7,625
Amer. Woodmen (Supreme Can.p)	Denver	1,014,850	109,950	26,676	23,883	25,349
American Workmen	Washington, D. C.	303,352	121,230	19,045	6,311	6,311
Ben Hur Life Ass'n.	Indiana	293,381	48,571	6,220	3,721	4,053
Coastal Life Assur. Society	Baxley, Ga.	645,144	715,786	18,136	4,284	4,284
First Nat'l. Life Assur. Society	Atlanta	1,673,000	352,600	69,043	6,000	7,000
Independent Fraternal Union	Albany	1,288,300	409,070	17,052	11,611	11,611
International Life Assur. Society	Atlanta	523,500	258,500	21,091		
Knights of Columbus	Conn.	510,850	42,000	4,782	4,000	5,000
Laurens Co. Benevolent Ass'n.	Dublin	45,491	12,500	4,280	3,244	3,244
Maccabees (The)	Detroit	1,209,183	661,240	33,067	2,435	2,885
Modern Woodmen of America	Rock Island, Ill.	3,427,370	536,798	85,270	44,231	47,242
National Fraternal Society of the Deaf	Oak Park, Ill.	55,902	4,000	1,375	3,842	3,842
Practicians	Dallas, Tex.	761,740	300,500	20,314	15,368	15,368
Preferred Life Assur. Society	Montgomery	1,413,750	60,000	63,588	6,000	7,000
Railway Mail Ass'n.	Portsmouth, N. H.	2,032,000	60,000	5,634	3,254	7,877
Royal Arcanum	Boston, Mass.	842,804	165,000	27,780	52,132	47,632
Royal Neighbors of America	Rock Island, Ill.	43,107	2,000	790	500	500
Security Benefit Ass'n.	Topeka, Kan.	49,757	2,000	1,364		
Sons & Daughters of Peace	Sandersville	3,000	27	857	633	633
Stone Mountain Life Assur. Society	Atlanta	996,800	514,800	19,303	200	200
Travelers Protective Ass'n. of America	St. Louis, Mo.			44,411	14,475	17,385
United Amer. Mechanics (Jr. Order)	Philadelphia, Pa.	491,798	40,375	15,532	7,916	8,416
United Commercial Travelers of America	Columbus, Ohio	2,050,000	350,000	5,724	2,174	1,151
Unity Life Ins. Co.	Columbia, S. C.	1,753,626	668,320	108,304	6,000	8,000
Union Life Ins. Ass'n.	Tallahassee, Fla.	299,500	539,500			
Whitfield Life Ass'n.	Dalton	545,232	906,674	6,701	1,764	1,764
Woman's Benefit Ass'n.	Port Huron, Mich.	698,515	23,984	13,847	7,651	7,532
Woodmen Circle (Supreme Forest)	Omaha	3,102,617	380,750	81,222	35,469	38,146
Woodmen of The World Life Ins. Society	Omaha	24,324,955	4,568,661	591,145	440,073	442,764
Woodmen's Circle	New York	42,800	200	2,320	4,359	959
Totals		\$51,452,824	\$12,309,436	\$1,359,773	\$716,155	\$733,773

TABLE XII

ALABAMA BUSINESS OF FRATERNAL BENEFIT SOCIETIES FOR THE YEAR 1939

	In Force Dec. 31, 1938	Issued 1939	Terminated 1939	In Force Dec. 31, 1939	Losses and Claims Incurred	Premiums Received
Aid Association for Lutherans, Appleton, Wis.	146,571.00	25,000.00	8,315.00	163,256.00	534.65	4,074.15
American Workmen, Washington, D. C.	264,343.00	65,250.00	161,135.20	168,457.80	4,746.94	
A. F. & A. M. of Ala., End. Dept. B'ham., Ala.	2,280,100.00	365,100.00	222,900.00	2,422,300.00	58,326.86	75,852.90
Ben. Degree, Jr. O. U. A. M., Philadelphia	81,615.00	1,000.00	8,997.00	73,618.00	1,202.00	2,398.89
Ben Hur Life Ass'n., Crawfordsville, Ind.	139,088.00	4,254.00	23,950.00	119,392.00	7,952.40	3,832.65
Christian Benevolent Ass'n., Greenville, Ala.	(1)				2,391.22	2,940.62
Croatian Fraternal Union, Pittsburgh, Pa.	24,490.00	2,170.00	2,600.00	24,060.00	611.16	520.52
Farmers Gen. Union Society, Montgomery, Ala.	120,800.00	1,700.00	36,500.00	86,000.00	2,274.25	3,248.65
German Beneficial Union, Pittsburgh, Pa.	39,326.53	1,500.00	1,000.00	39,826.50		1,370.20
Good Templars Ben. Fra. Society, Troy, Ala.	29,635.00	2,380.00	680.00	31,335.00	680.00	1,155.69
Grand Chapter of Ala., O. of E. Star, Mobile, Ala.	(1)				24,800.00	30,643.43
G. L. Knights of Pythia of Ala., B'ham., Ala.	252,311.00	42,050.00	70,428.00	223,933.00	6,850.00	6,355.19
Home Mutual Aid Society, Heflin, Ala.	(1)				1,550.00	2,874.66
Independent Fraternal Union, Albany, Ga.	401,180.00	60,690.00	6,080.00	455,870.00	800.00	
Ind. Order of Immaculates, Decatur, Ala.	(1)				2,250.00	3,125.52
Ind. O. Universal Brotherhood, Coy, Ala.	(1)				2,925.50	3,555.60
Int. Order Twelve K. & D. of Taber, Mont'g'y., Ala.	211,860.00	27,520.00	43,800.00	195,580.00	7,920.00	6,526.32
Knights of Columbus, New Haven, Conn.	722,050.00	86,950.00	81,250.00	727,750.00	8,000.00	9,079.90
Knights of Peter Claver, Mobile, Ala.	37,600.00	800.00	800.00	37,600.00	800.00	757.40
Life Ins. Society of America, B'ham., Ala.	478,250.00	273,775.00	303,053.00	448,972.00	238.20	16,347.91
The Maccabees, Detroit, Mich.	1,934,839.91	1,237,592.56	1,091,369.30	2,078,063.17	16,124.69	55,162.80
Modern Woodmen of America, Rock Island, Ill.	3,217,468.00	195,484.00	279,250.00	3,133,702.00	41,325.00	75,501.22
Nat. Slovak Society of the U. S., Pittsburgh, Pa.	98,785.00	6,200.00	5,100.00	99,885.00	52.50	1,356.59
Old Gold Mutual Relief Society, B'ham., Ala.	108,900.00	53,800.00	1,750.00	160,950.00	1,750.00	2,823.38
Order of F. Commercial Travel's of A., Columbus, O.	1,320,000.00	165,000.00	125,000.00	1,360,000.00	0,080.86	4,189.60
Pioneer Life Assur. Society of Ala., Montgomery, Ala.	42,739.00	39,625.00	22,085.00	60,279.00	1,149.66	1,843.89
Police & Firemen's Ins. Ass'n., Indianapolis, Ind.	82,300.00	300.00	6,150.00	76,450.00	21,113.94	21,888.49
The Praetorians, Dallas, Tex.	9,531,489.00	3,648,135.00	4,003,753.00	9,175,871.00	62,017.00	225,600.55
Preferred Life Assur. Society, Montgomery, Ala.	3,333,331.00	1,353,000.00	3,522,084.00	6,274,250.00	21,400.00	193,467.80
Protected Home Circle, Sharon, Pa.	77,000.00	2,000.00	3,500.00	75,500.00		2,454.52
Royal Neighbors of America, Rock Island, Ill.	356,417.00	17,745.00	23,666.00	350,496.00	3,750.00	6,902.77
Security Benefit Ass'n., Topeka, Kansas	86,404.00	200.00	7,500.00	79,104.00	3,500.00	3,629.30
Sons & Daughters of Levi, Dothan, Ala.	170,050.00	207,200.00	128,930.00	248,320.00	2,600.00	6,762.99
Standard Life Ass'n., Lawrence, Kans.	822,228.00	146,861.00	192,926.00	776,163.00	8,238.88	16,766.67
Sup. Camp of the American Woodmen, Denver, Col.	741,700.00	74,920.00	77,400.00	739,220.00	12,473.90	19,212.61
Sup. Forest Woodmen Circle, Omaha, Neb.	3,439,865.00	325,557.00	427,497.00	3,337,925.00	45,426.38	77,809.49
Travelers Protective Ass'n., St. Louis, Mo.	(2)				3,669.72	12,297.00
United Order of the Golden Cross, Knoxville, Tenn.	616,345.00	11,015.00	50,290.00	577,070.00	19,272.00	19,023.41
Woodmen of the World Life Ins. Soc., Omaha, Neb.	24,087,862.00	4,664,529.66	5,322,930.66	23,429,461.00	402,327.59	535,852.15
Woman's Benefit Ass'n., Port Huron, Mich.	885,789.80	24,200.00	57,932.16	852,057.64	17,763.00	16,302.82
Workmen's Circle, New York	9,800.00	400.00		10,200.00	288.00	552.84
Totals	61,194,535.21	13,238,903.22	16,320,521.32	58,112,917.11	828,176.30	1,479,055.09

(1) Report Incomplete.

(2) Accident Ins. Only.